**THE HON'BLE Ms. JUSTICE G.ROHINI**

**WRIT PETITION NO: 9453 of 2006**

Dated: 22-11-2006

Between:

Marupudi Gopala Rao

**..... PETITIONER**

AND

The R.M.O., A.P.V.V.P. Area Hospital,
Kavali, Nellore District and two others.

**.....RESPONDENTS**

**THE HON'BLE Ms. JUSTICE G.ROHINI**

**WRIT PETITION NO: 9453 of 2006**

**O R D E R:**

The petitioner was appointed as a Diet Contractor in the year 2003 for the supply of diet to the patients of the Area Hospital, Kavali, Nellore District. It is stated that the contract in his favour was being renewed from time to time, last extension being in the month of April, 2005.

Even according to the petitioner, the contract was valid only up to 31-03-2006. It is stated that on 20-03-2006, he made a request for extension of the contract from 01-04-2006 to 31-03-2007. Without considering the said request, the impugned proceedings dated 20-04-2006 were issued by the second respondent terminating the contract in favour of the petitioner with effect from 20-04-2006. Aggrieved by the same, this writ petition is filed.

A perusal of the impugned order shows that several complaints were received from the patients, public and RMO of the Area Hospital, Kavali alleging improper supply of milk and bread by the petitioner to the patients of the hospital and basing on the same, the Hospital Development Society conducted a meeting on 13-03-2006 and resolved to terminate the contract in favour of the petitioner. Consequently, the impugned proceedings were issued terminating the contract with effect from 20-04-2006, but permitting the petitioner to supply the milk and bread till a new contractor is appointed.

Having regard to the undisputed fact that the contract in favour of the petitioner stood expired on 31-03-2006, in the absence of any

material to show that the petitioner acquired any right for renewal of the contract for further period, I am unable to find fault with the impugned action of the respondents. At any rate, the interference by this Court in such type of disputes arising out of non-statutory contracts is unwarranted.

Accordingly, the writ petition is dismissed. No costs.

_____

**G. ROHINI, J**

Dated: 22-11-2006
KLP